

REPORT / RECOMMENDATION



To: MAYOR AND COUNCIL

Agenda Item #: IV. N.

From: Chad A. Millner, PE, Director of Engineering

Action ☒

Discussion ☐

Date: April 22, 2014

Information ☐

Subject: Resolution No. 2014-39 Joint Powers Agreement with City of St. Louis Park for the Todd Park F Neighborhood Improvement Project

Action Requested:

Approve Resolution No. 2014-39 authorizing Mayor and City Manager to sign attached joint powers agreement with City of St. Louis Park for the Todd Park F Neighborhood Improvement Project on Mackey, Brook, and Coolidge Avenues north of 44th Street.

Information / Background:

This joint powers agreement is for the Todd Park F Neighborhood Improvements Project on Mackey, Brook, and Coolidge Avenues north of 44th Street and is needed to detail the responsibilities of each party in regards to roadway improvements.

Please recall the project was approved by council at the December 10, 2013 City Council Meeting. The City of St. Louis Park City Council approved this agreement at their April 7, 2014 City Council Meeting.

Attachments:

Resolution No. 2014-38
Joint Powers Agreement

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**RESOLUTION NO. 2014-38
APPROVING CITY OF EDINA
AND
CITY OF ST. LOUIS PARK
JOINT POWERS AGREEMENT FOR
TODD PARK F NEIGHBORHOOD IMPROVEMENTS**

WHEREAS, the City of St. Louis Park has initiated roadway improvements along Mackey, Brook, and Coolidge Avenues, north of 44th Street, BA-418; and

WHEREAS, a portion of the project is within the City limits of both the City of Edina and the City of St. Louis Park; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Edina, Minnesota, that the City Council of the City of Edina hereby approves the Joint Powers Agreement between the City of Edina and the City of St. Louis Park for the Todd Park F Neighborhood Improvement Project:

ADOPTED this 22nd day of April, 2014

Attest: _____
Debra A. Mangen, City Clerk

James B. Hovland, Mayor

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS
CITY OF EDINA)

CERTIFICATE OF CITY CLERK

I, the undersigned duly appointed and acting City Clerk for the City of Edina do hereby certify that the attached and foregoing Resolution was duly adopted by the Edina City Council at its Regular Meeting of April 22, 2014, and as recorded in the Minutes of said Regular Meeting.

WITNESS my hand and seal of said City this _____ day of _____, 20____.

City Clerk

ENGINEERING DEPARTMENT

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CONTRACT NO.

24 - 14

CITY OF ST. LOUIS PARK

**JOINT POWERS AGREEMENT
BETWEEN THE CITY OF EDINA AND THE
CITY OF ST. LOUIS PARK FOR THE
PAVEMENT AREA #2 (TODD PARK F)
RECONSTRUCTION PROJECT**

THIS AGREEMENT is entered into between the **CITY OF EDINA**, a Minnesota municipal corporation (hereinafter referred to as "Edina") and the **CITY OF ST. LOUIS PARK**, a Minnesota municipal corporation (hereinafter referred to as "St. Louis Park"), with the parties collectively hereinafter referred to as the "Cities".

WHEREAS, the Cities desire to implement the design and construction of Pavement Area A (Todd Park F) Reconstruction Project in the cities (the "Project"); and

WHEREAS, Minn. Stat. § 471.59 authorizes two or more governmental units to enter into agreements to jointly or cooperatively exercise any power common to the contracting parties or any similar power; and

WHEREAS, Edina has prepared a feasibility report for the Edina Portion of the Project dated November 25, 2013 (the "Feasibility Report").

NOW, THEREFORE, in consideration of their mutual covenants the parties agree as follows:

1. **PLANS AND SPECIFICATIONS.** St. Louis Park will prepare plans and specifications for the Project consistent with Cities design standards.
2. **BIDDING.** St. Louis Park will advertise for bids for the construction of the Project in accordance with Minnesota Law and will provide Edina with an analysis of the bids received. St. Louis Park must obtain Edina's concurrence with the award of the bid to a contractor.
3. **CONTRACT AWARD.** St. Louis Park shall prepare contract documents and enter into a contract with the approved bidder.

4. **COST ALLOCATION.** Relevant construction costs shall be paid per the following, adjusted per final construction costs. Edina shall be responsible for all roadway, driveway, and sidewalk reconstruction costs within its corporate limits not associated with utility improvements. Items include aggregate base materials, bituminous pavement, concrete pavement, concrete curb and gutter, concrete aprons, concrete sidewalks, and boulevard restoration. Project costs are: engineering, inspection, testing and constructions costs. Project costs do not include costs associated with the parties' employees.

5. **OWNERSHIP.** Each party shall own the portion of the Project located within its corporate boundaries.

6. **PAYMENT.** St. Louis Park will act as the paying agent for all payments to the Contractor. Payments will be made as the Project work progresses and when certified by St. Louis Park Engineer. St. Louis Park, in turn, will bill Edina for the project costs. Upon presentation of an itemized claim by one agency to the other, the receiving agency shall reimburse the invoicing agency for its share of the costs incurred under this agreement within 30 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

7. **CHANGE ORDERS AND SUPPLEMENTAL AGREEMENTS.** Any change orders or supplemental agreements that affect the project cost payable by Edina and changes to the plans must be approved by Edina prior to execution of work.

8. **RULES AND REGULATIONS.** St. Louis Park shall abide by Minnesota Department of Transportation standard specifications, rules and contract administration procedures.

9. **INDEMNIFICATION.** St. Louis Park agrees to defend, indemnify, and hold harmless Edina against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of St. Louis Park and/or those of St. Louis Park employees or agents. Edina agrees to defend, indemnify, and hold harmless St. Louis Park against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement for which Edina is responsible, including future operation and maintenance of facilities owned by Edina and caused by or resulting from negligent acts or omissions of Edina and/or those of Edina's employees or agents. All parties to this agreement recognize that liability for any claims arising under this agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either party, nothing in this agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties.

10. **WAIVER.** Any and all persons engaged in the work to be performed by St. Louis Park shall not be considered employees of Edina for any purpose, including Worker's Compensation, or any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of said St. Louis Park employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of Edina. The opposite situation shall also apply: St. Louis Park shall not be responsible under the Worker's Compensation Act for any employees of Edina.

11. **AUDITS.** Pursuant to Minnesota Statutes § 16C.05, Subd. 5, any books, records, documents, and accounting procedures and practices of Edina and St. Louis Park relevant to the Agreement are subject to examination by Edina, St. Louis Park, and either the Legislative Auditor or the State Auditor as appropriate. Edina and St. Louis Park agree to maintain these records for a period of six years from the date of performance of all services covered under this agreement.

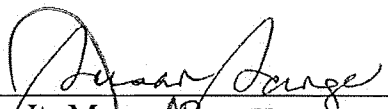
12. **INTEGRATION.** The entire and integrated agreement of the parties contained in this Agreement shall supersede all prior negotiations, representations, or agreements between Edina and St. Louis Park regarding the Project; whether written or oral.

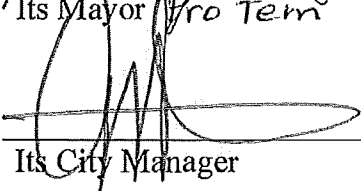
13. **FUTURE MAINTENANCE.** The parties responsibilities for ongoing future maintenance of the Project area are as follows:

- Roadway maintenance shall be completed by the respective City.
- Storm sewer shall be maintained by the respective City.
- Sanitary sewer system shall be maintained by the respective City.
- Watermain systems shall be maintained by the respective City.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized officials.

CITY OF ST. LOUIS PARK

BY: 
Its Mayor *Pro Tem*

AND 
Its City Manager

CITY OF EDINA

BY: _____
Its Mayor

AND _____
Its City Manager

RESOLUTION NO. 14-055

**RESOLUTION ACCEPTING THE PROJECT REPORT,
ESTABLISHING IMPROVEMENT PROJECT NO. 2013-1000
APPROVING PLANS AND SPECIFICATIONS, AND AUTHORIZING
ADVERTISEMENT FOR BIDS FOR IMPROVEMENT
PROJECT NO. 2013-1000**

WHEREAS, the City Council of the City of St. Louis Park has received a report from the City Engineer related to the 2014 Local Street Rehabilitation Program.

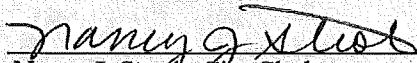
NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. Louis Park, Minnesota, that:

1. The Project Report regarding Project No. 2013-1000 is hereby accepted.
2. Such improvements as proposed are necessary, cost effective, and feasible as detailed in the Project Report.
3. The proposed project, designated as Project No. 2013-1000, is hereby established and ordered.
4. Joint Powers Agreement between the City of Edina and the City of St. Louis Park for Pavement Area #2 is executed by two Cities.
5. The plans and specifications for the making of these improvements, as prepared under the direction of the Project Engineer, or designee, are approved.
6. The City Clerk shall prepare and cause to be inserted at least two weeks in the official City newspaper and in relevant industry publications an advertisement for bids for the making of said improvements under said-approved plans and specifications. The advertisement shall appear not less than ten (10) days prior to the date and time bids will be received by the City Clerk, and that no bids will be considered unless sealed and filed with the City Clerk and accompanied by a bid bond payable to the City for five (5) percent of the amount of the bid.
7. The Project Engineer, or designee, shall report the receipt of bids to the City Council shortly after the letting date. The report shall include a tabulation of the bid results and a recommendation to the City Council.

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss
CITY OF ST. LOUIS PARK)

The undersigned, being the duly qualified City Clerk of the City of St. Louis Park, Minnesota, certifies that the foregoing resolution is a full, true and correct copy of the original Resolution No. 14-055 adopted at the St. Louis Park City Council meeting held on April 7, 2014.

WITNESS my hand and the Seal of the City of St. Louis Park this 8th day of April, 2014.


Nancy J. Stroth, City Clerk

